

DELAWARE HEALTH
AND SOCIAL SERVICES
DIVISION OF MANAGEMENT
SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS 11 029

FOR

OPERATION AND MAINTENANCE OF A MOBILE CANCER SCREENING VAN

FOR

THE DIVISION OF PUBLIC HEALTH DELAWARE HEALTH AND SOCIAL SERVICES 417 FEDERAL STREET JESSE COOPER BUILDING DOVER, DE 19901

Deposit Waived Performance Bond Waived

> Date Due: March 8, 2011 11:00 A.M. LOCAL TIME

A mandatory pre-bid meeting will be held on January 27, 2011 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. "All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late." Due to space limitations bidders are requested to limit attendance to 2 individuals. Bidders should RSVP by calling (302) 255-9290.

REQUEST FOR PROPOSAL #HSS 11 029

Proposals for **Operation and Maintenance of a Mobile Cancer Screening Van** for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901, will be **received** by:

Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Procurement Branch
Main Administration Bldg, Sullivan Street
Second Floor, Room #257
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until **March 8, 2011 at 11:00am**. At which time the proposals will be opened and read.

A mandatory pre-bid meeting will be held on January 27, 2011 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, First Floor Conference Room #198, New Castle, DE 19720. For further information please call 302-255-9290.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at http://bids.delaware.gov. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at http://bids.delaware.gov.

Public Notice

Public notice has been provided in accordance with 29 Del. C. § 6981

<u>NOTE TO VENDORS:</u> Your proposal <u>must include the forms in Appendices A, B, C and D</u> signed and all information on the forms complete.

"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, Sullivan Street, 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for the request.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (**HSS 11 029**) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Public Health, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement with fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

REQUEST FOR PROPOSAL FOR OPERATION AND MAINTENANCE OF A MOBILE CANCER SCREENING VAN FOR DELAWARE DIVISION OF PUBLIC HEALTH

Availability of Funds

Funds of approximately \$350,000 are available for the selected vendor to operate a mobile cancer screening van. Contract renewal is possible for up to four additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting <u>will</u> be required. The meeting will be on **January 27, 2011 at 10:00 am** at the following location.

Delaware Health and Social Services Herman Holloway, Sr. Social Services Campus Main Administration Building, Sullivan Street, 1st Floor, Room 198 1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre-bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

Lisa Henry Program Director, Screening for Life Program, DPH, DHSS Thomas Collins Building 540 S. DuPont Highway, Ste 11 Dover, DE 19901

Phone: (302) 744-1040 Fax: (302) 739-2545

Email: lisa.henry@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Lisa Henry is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by January 18, 2011 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via email or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at http://bids.delaware.gov.

Following the pre-bid meeting bidder communication is limited to Bruce Krug, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

REQUEST FOR PROPOSAL FOR OPERATION AND MAINTENANCE OF A MOBILE CANCER SCREENING VAN FOR DELAWARE DIVISION OF PUBLIC HEALTH

I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes it mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

B. Project Goals

- Increase the percentage of cancers diagnosed at the local stage in Delaware.
- Expand access to cancer screening services for women who are rarely or never screened.
- Assure transition of women into the health care system for appropriate ongoing care.
- Increase the percentage of uninsured and underinsured women receiving cancer screening services in Delaware.
- Provide health promotion education to women in Delaware.

II. SCOPE OF SERVICES

All components listed in this section are mandatory.

II A. Mandatory Services

The following program components are mandatory and require a detailed description. These components address only the provision of breast cancer screening.

- 1. Identify the number of women to be screened for breast cancer in high-risk target areas (as defined in Appendix F).
- 2. Provide a detailed strategy for reaching high-risk women as defined in Appendix F
- 3. Provide a detailed strategy for community outreach and education that will assure van services are utilized.
- 4. Provide a strategy to ensure all women screened have a medical home and are provided information related to risk factors that impact cancer such as tobacco usage, diabetes, heart disease, physical activity, nutrition and obesity.
- 5. Provide and document operational activities including but not limited to, appointment scheduling, van itinerary and related advertising, patient flow, radiology services, maintenance of radiology equipment, clinical record keeping, follow-up and referral of women with abnormal results, van maintenance, van security and garaging.
- 6. Provide complete staffing plan. The proposal should include number and types of persons to be hired or contracted, their required education and professional certifications.
- 7. Provide strategy for coordination of program operations with community health care providers. Existing community health care providers include rediologists, hospitals, and private primary care physicians. (In addition to a plan that describes how the program will achieve coordination; the proposal can include letters of support as an indication of intent to coordinate services.)
- 8. Provide evaluation methods for program operations and outcomes, including but not limited to, customer satisfaction, quality of clinical services, success at reaching the high-risk population, and follow-up and referral of women with abnormal results.
- 9. A plan for ongoing maintenance and repair of the van.
- 10. Provide a detailed budget analysis including total program income and expenditures.

II.B. General Information

1. In addition to the funds provided by this contract, the contractor (or partners if Model B is proposed) will be permitted to seek third party reimbursement (for example, Medicaid, Medicare, Screening for Life and private insurance)

for the professional services of reading the digital screening mammography under CPT code G0202 using modifier 26. Contractor and subcontractors are not permitted to seek third party reimbursement for digital screening mammography under CPT code G0202 or G0202 using modifier TC. In addition, contractor and subcontractors are not permitted to seek third party reimbursement using CPT codes other than G0202.

- 2. Partnerships are encouraged to deliver the required services in broad geographic areas.
- 3. Services must be offered statewide. Appendix F is a list of geographic locations that should be targeted based upon epidemiological analysis related to incidence rates for breast cancer. The proposal must describe how services will be delivered in these areas.
- 4. The Mobile Mammography van is owned by the Division of Public Health.
- 5. Appendix H includes information about the Division of Public Health's Screening for Life program. Reimbursement rates for breast cancer screening as of July 1, 2010 are included in Appendix I.
- 6. Past performance of mobile van screening will be provided upon request.

II.C. Service Models

Below are two service models under which the mandatory services can be delivered. These models are mutually exclusive. A contract will be offered for only one model based on the creativity of ideas, efficiency of operation, and likelihood of success. Bidders may submit a proposal for model A or B or both, but only one proposal for one model will be chosen. If proposals are submitted for both models, then all of the mandatory services listed in II.A. must be addressed for each model proposed.

Model A: Contractor responsible for all services.

Under this model, the contractor is responsible for the delivery of all the mandatory services. All revenue is collected by the contractor. The contractor may subcontract when appropriate to assure the delivery of services.

Model B: Contractor coordinates all services

Under this model, the contractor is primarily a coordinator of services. For example, the contractor may directly provide van maintenance, scheduling and outreach, but choose to enter into partnerships with health care providers for the delivery of clinical services on the basis of geographic location. This is just one example of how Model B may be implemented. Other arrangements will be considered. Under Model B, revenue may be collected directly by the partners, provided that memorandum of understandings exist between the

partners and the contractors defining the services and their costs and that the partners are in agreement with the reimbursement criteria established in II.B.1. In addition to the mandatory program components, Model B proposals should describe how the partnerships will be developed and maintained and show evidence that the proposed partnership will be successful.

II.D. Planning for possible Cervical Cancer Services

The Department is currently considering the possibility of including cervical cancer screening at a future point in time. If a bidder is willing and able to provide those screenings they should indicate such in an appendix to the proposal. For planning purposes, the Department would appreciate the bidder providing their best estimate on the cost of providing cervical cancer screening.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is <u>12</u> months with the possibility of renewal for up to four additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Public Health.

C. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

D. Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the
 Department may terminate negotiations and select the next most
 responsive bidder, prepare and release a new RFP, or take such other
 action as the Department may deem appropriate.

E. Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

H. W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website,

http://accounting.delaware.gov/. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for

vendors who do not have internet access, contact vendor staff at (302) 734-6827.

This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not required to be done as part of the submission of the bidder's proposal.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Bidder's Signature Form

This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (due date: March 8, 2011 at 11:00am).

C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

D. Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

E. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

F. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

G. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

H. Certification and Statement of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating

to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendices B & C)

I. Standard Contract

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

V. BUDGET

Vendor will submit a line item budget, **for each contract year**, using a format mirroring that in Appendices J & K. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

Operational budget may not exceed \$350,000 and does not include radiology reimbursement for reading the screenings performed on the van. Radiologist professional fees to reading the mammograms are reimbursed separately at Medicare rates for Screening for Life clients.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original **CDs** (Each Labeled as "Original") and six (6) **CD** copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their

component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders will no longer be required to make hard copies of their proposals with the exception that one copy of a Cover Letter along with one copy each of the completed and signed Bidders Signature Form (Appendix A), Certification Sheet (Appendix B), Statements of Compliance Form (Appendix C), and Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Appendix D) be submitted with the CDs. Please also include PDF versions of these forms on your CDs.

The responses to this RFP shall be submitted to:

Bruce Krug, Procurement Administrator
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North duPont Highway
New Castle, DE 19720

B. Closing Date

All responses must be received no later than <u>March 8, 2011 at 11:00 a.m.</u> Later submission will be cause for disqualification.

C. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

D. Questions

All questions concerning this Request for Proposal must reference the pertinent RFP section(s) and page number(s). Questions must be in writing and can be either mailed, faxed, or emailed to:

Lisa Henry

Program Director, Screening for Life Program, DPH, DHSS

Fax: (302) 739-2545

Email: lisa.henry@state.de.us

Deadline for submission of all questions is January 18, 2011. Written responses will be faxed or emailed to bidders no later than February 8, 2011. Responses will also be posted on the RFP website at www.bids.delaware.gov. Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

F. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission <u>provided the</u> information resides solely on the CD (s) marked confidential.

G. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

H. Investigation of Bidder's Qualifications

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

I. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections

will be considered and may be subject to negotiation at the discretion of the state.

J. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

K. Proposal Expiration Date

All prices, terms, and conditions quoted in the proposal shall remain fixed and binding on the bidder at least through February 23, 2012. The State of Delaware reserves the right to ask for an extension of time if needed.

L. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

M. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

N. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

O. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

P. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

Q. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

R. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

Activity	Date
RFP Advertisement	January 4, 2011
Questions Due	January 18, 2011
Pre-bid Meeting	January 27, 2011 at 10:00am
Answers to Questions	February 8, 2011
Bid Opening	March 8, 2011
Selection Process Begins	March 9, 2011
Vendor Selection (tentative)	March 23, 2011

M. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

A. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

B. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

Category	Weight
Meets mandatory RFP provisions CD's properly submitted Forms properly submitted	Pass/Fail
Understanding of the requirements and ability to provide the service.	
1. Qualifications of vendor	15
-experience with health screenings- experience coordinating health services- experience with client follow up	
2. Inclusion of all requested elements	15
3. Available resources	10
Methodology Proposed	
1. services proposed fit needs as expressed in RFP	20
2. proposed activities follow a logical sequence	10
Adequacy of workplan & schedules	
1. time line	5
builds on existing work of the Division's planning efforts	10
Cost proposal (budget reflects reasonable costs)	15

Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

C. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

D. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts:

Has violated ethical standards set out in law or regulation; and

Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility

as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

APPENDIX A: BIDDERS SIGNATURE FORM



DELAWARE HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSAL

BIDDERS SIGNATURE FORM

TERMS:	
F.O.B.:	
DELIVERY DAYS/COMPLETION TIME:	
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER:	
DATE:	
FAX NUMBER:	
TELEPHONE NUMBER:	
CONTACT PERSON:	
CITY, STATE, & ZIP CODE:	
Street name and number:	
title of Authorized Person:	
TYPE IN NAME OF AUTHORIZED PERSON:	
Signature of Authorized Person:	
NAME OF BIDDER:	

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME)

HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX B:

CERTIFICATION SHEET



DELAWARE HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSAL

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

k.	They (check one)	operate	_an individual;	a Part	nership	a non-profit (501 C	-3
	organization;	_a not-for-	profit organization	; or	for profit o	corporation,		
	incorporated und	der the laws	s of the State of					

	Services.	ection wi	in this bid s	ubmitted this	aate to De	elaware Hed	itn ana Social	
m	. The referenced acceptance of Specifications a	the terms	and cond	itions of this ir	•	•		
n.	They (check one of the company:	,						
	_							

1. The referenced offerer has neither directly or indirectly entered into any agreement,

participated in any collusion or otherwise taken any action in restraint of free competitive

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement.
- 3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date	Signature & Title of Official Representative
	Type Name of Official Representative

APPENDIX C

STATEMENTS OF COMPLIANCE FORM



DELAWARE HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSAL

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the ag	gency that
(Company Name) will comply with all Federal and D	elaware laws and
regulations pertaining to equal employment opportunity and affirmative of compliance will be assured in regard to Federal and Delaware laws and to confidentiality and individual and family privacy in the collection and re	regulations relating
Authorized Signature:	-
Title:	-
Date:	

APPENDIX D	
OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPE TRACKING FORM	USE SELF-CERTIFICATION



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME
NAME OF AUTHORIZED REPRESENTATIVE (Please print)
SIGNATURE
COMPANY ADDRESS
TELEPHONE #
FAX #
EMAIL ADDRESS
FEDERAL EI#
STATE OF DE BUSINESS LIC#
Note: Signature of the authorized representative must be of an individual who legally may enter his/her
organization into a formal contract with the State of Delaware, Delaware Health and Social Services.
Organization Classifications (Please circle)
Women Business Enterprise (WBE) Yes/No
Minority Business Enterprise (MBE) Yes/No
Please check oneCorporation
PartnershipIndividual
For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business
Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification
#Certifying Agency
http://www.state.de.us/omwbe
SWORN TO AND SUBSCRIBED BEFORE ME THISDAY OF20
NOTARY PUBLICMY COMMISION EXPIRES
CITY OF COUNTY OF STATE OF

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract: L. Jay Burks Office of Minority and Women Business Enterprise (302) 739-4206 Fax (302) 739-5561

APPENDIX E

Contract Boilerplate



DPH CONTRACT # _____ BETWEEN THE DIVISION OF PUBLIC HEALTH, DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES, AND [Contractor] FOR [TYPE OF SERVICE]

A. Introduction This contract is entered into between the Delaware Department of Health and Social Services (the 1. Department), Division of _____ (Division) and _____ (the Contractor). The Contract shall commence on _____ and terminate on ____ unless 2. specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.) B. Administrative Requirements 1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation 2. Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State. 3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows: a) Comprehensive General Liability \$1,000,000 and b) Medical/Professional Liability \$1,000,000/\$3,000,000

\$1,000,000/\$3,000,000

c) Misc. Errors and Omissions

or

\$1,000,000/\$3,000,000

or d) Product Liability

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury) \$100,000/\$300,000

f) Automotive Property Damage (to others) \$25,000

- 4. Not withstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
- 5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
- 6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
- 7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
- 8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
 - a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

- 9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
- 10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
- 11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this

Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division of Public Health 417 Federal Street Dover, DE 19901 Attn: Support Services Section

the C	Contracto	r at:		

- 13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
- 14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
- 15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
- 16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
- 17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
- 18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the

State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.

- 19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
- 20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

- 22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
- 23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
- 24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of

Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

- 2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix ____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
- 3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
- 4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
- 5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
- 6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
- 7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
- 8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

- 1. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix ______ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
- 2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 <u>Del. Code</u>, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
- 3. When required by Law, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 <u>Del. Code</u> Section 708; and 11 <u>Del. Code</u>, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
- 4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
- 5. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (contractors) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
- 6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E. <u>Authorized Signatures:</u>	
For the Contractor:	For the Department:
Signature	Rita M. Landgraf Secretary
Name (please print)	
Title	Date
Date	For the Division:
	Karyl T. Rattay, MD, MS, FAAP, FACPM Acting Director
	Date

CONTRACT APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

- 1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
- 2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
- 3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
- 4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
- 5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
- 6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

CONTRACT APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1.	Contractor:
	Address:
	
	Phone
	E.I. No.:
2.	Division:
3.	Service:
4.	Total Payment shall not exceed
5.	Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the
	services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)
6.	Source of Contract Funding:
	Federal Funds (CFDA#)
	State Funds Other Funds
	Combination of Funds

APPENDIX F

Geographic Target Areas

Geographic Targets In Order of Priority (Higher to Lower)

Priority 1 – Locations where breast cancer incidence is between Stage 2 and 7

	cations where breast cancer incidence is between Stage 2 and 7
Census Tract	County
100	NC
200	NC
400	NC
1100	NC
1200	NC
1400	NC
2100	NC
2300	NC
2500	NC
2600	NC
10101	NC
10300	NC
10500	NC
10700	NC
10800	NC
11000	NC
11100	NC
<mark>11202</mark>	NC
<mark>11203</mark>	NC NC
11204	NC
11300	NC
11400	NC
11800	NC
11900	NC
12200	NC
12400	NC
12500	NC
12600	NC
13100	NC
13200	NC
13503	NC
13604	NC
13607	NC
13902	NC
14000	NC
14100	NC
14200	NC NC
14300	NC NC
14502 14706	NC
14706 14805	NC NC
14806	NC
14807	NC
14808	NC
14902	NC NC
1490 <u>2</u> 14904	NC
14904	NC NC
15100	NC NC
15100 15200	NC NC
15600	NC
13000	INO

<mark>16301</mark>	NC
16401	NC
16601	NC
16602	NC
16604	NC
16801	NC
16901	NC
16902	NC
40100	KC
40201	KC
40202	KC
40203	KC
40400	KC
40700	
	KC
40800	KC
40900	KC
41200	KC
41500	KC
<mark>41701</mark>	KC
<mark>41702</mark>	KC
<mark>41801</mark>	KC
<mark>41802</mark>	KC
41900	KC
42000	KC
42100	KC
<mark>42201</mark>	KC
42600	KC
42700	KC
43000	KC
43100	KC
50101	SC
50102	SC
50301	SC
50402	SC
50601	00
50701	SC
	SC
50702 50803	
	SC
50900	SC
51001	SC
<mark>51002</mark>	SC
<mark>51003</mark>	SC
51100	SC
51200	SC
51301	SC
51302	SC
51303	SC
51500	SC
51702	SC
51801	SC

^{*} Yellow highlight above denotes areas where All Site Cancer incidence rates are Significantly Higher and comprehensive cancer education will be provided.

^{**} Delaware Census Tract Maps will be available at the pre-bid meeting.

Priority 2 – Delaware State Housing Authority (DSHA) – housing assistance locations

DSHA locations can be located at the Affordable Rental Housing Directory http://www.destatehousing.com/Renters/renters.html

Priority 3 – Emergency Shelters and Transitional Housing location

Emergency Shelters and transitional housing locations can be found at, but are not limited to, the following locations:

Affordable Rental Housing Directory

http://www.destatehousing.com/Renters/renters.html

Women Shelters Delaware

http://www.usattorneylegalservices.com/women-shelters-Delaware.html

The Shepherd Place

http://www.shepherdplace.org/

Note – Indentifying locations whereby the contractor is able to provide services to a combination of priority groups is ideal

APPENDIX G

Information about the Van

Mobile Cancer Screening Van Specifications

DRIVETRAIN

CHASSIS:

Freightliner

XC

Type Rear-engine diesel pusher

ENGINE:

Caterpillar diesel

Peak HP

300 hp

Peak Torque

860 lb.ft. @ 1,600 rpm

TRANSMISSION:

Allison MD3060 six-speed automatic with lock up

Gear Ratios:

First Second Third 3.49:1 1.86:1

Fourth Fifth 1.41:1 1.00:1 .75:1

Sixth Reverse .65:1 5.03:1

VEHICLE WEIGHT RATINGS:

Front GAWR Rear GAWR 10,500 lb.

GVWR

17,000 lb. 25,950 lb.

GCWR

28,000 lb.

WHEELBASE:

228 in

FRONT AXLE:

Rockwell FD-965 I-Beam, wide track

Capacity Track width 10,500 lb. 81.9 in

REAR AXLE:

Rockwell R-17-145

Drive Ratio Capacity Track Width 4.63 17,000 lb. 69.3 in

BRAKES:

Full air brakes with auto slack adjusters

Size

15 x 4 in (front) and 15 x 6 in (rear) drum style S-cam Spring applied, air release; 15 x 6 in drum-style

Parking

(rear axle); Push-pull lever controlled

52

COOLING SYSTEM:

Radiator core Radiator type

Charge air cooler Transmission oil cooler

Fan

3 rows, 13 FPI, 910 sq. in. area Cross-flow rear mounted

Cross-flow

In-tank, 7 plate, water-to-oil

Belt-driven

ELECTRICAL:

Alternator Starting Emergency Start

Battery

Delco 100 amp, with heavy-duty isolator

Delco 28MT; 12 volt Solenoid switched

950 CCA @ 0 degree F; maintenance-free main, with (2) Deep-cycle maintenance-free coach

batteries with battery disconnects

FRAME:

Max Resist. Bending Moment

Max Frame Section

Straight Frame Rail Construction

291,100-in. lb. 9.00 x 2.75 x .25 in

FUEL TANK:

90 gal

INSTRUMENTATION:

Tachometer, Trip Odometer, Engine Oil Pressure, Water Temperature, Voltmeter, Fuel level, Warning center with Back-up and Headlight-on Warning Buzzer, Control stick with turn signal, Hi/Low

beam

LEVELING JACKS:

Hydraulic

STEERING SYSTEM:

Rating Ratio

Column

Pump makes and type

TRW TAS 65, integral hydraulic power

9,000 lb. 17.5:1

Douglas tilt and telescopic Vickers gear-driven

STEP:

Electric operated double entrance

SUSPENSION:

Air Suspension Deflation System

Shock Absorbers

Heavy-Duty Stabilizer Bar Diam.

Full Air Suspension (front & rear)

Bilstein shocks (standard) 1.50 in (front and rear)

TRAILER HITCH:

4,000 lb. GVW- 400 lb. HW

TIRES:

Six-Michelin radial 235/80R22.5 (XRV)

UNDERCOATING:

Full chassis and underbelly

WHEELS:

(4) 22.5 X 7.5 aluminum wheels, (2) steel wheels

COACH

DIMENSIONS & WEIGHTS

101"	
35'4"	
95"	
78.5"	
11'8"	
10'4"	
228"	
25,950lbs.	
28,000lbs.	

EXTERIOR

Electric keyed deadbolt at main door

Keyless entry including power door lock

Locking, lighted storage compartments

Front & rear molded bumpers with license plate brackets

Laminated roof, side-walls & floor

Textured fiberglass roof

Quartz Halogen headlights

Driving lamps

Docking lights

Exterior lighting package: Patio light, utility light & step light

Exterior-powered mirrors w/ remote control

Pantograph wipers w/ wet arm & controlled cycle

Patio awning (A&E 9000 or Zip Dee)

Equipment door

Full slider windows

Entrance screen door

Mud flaps

Tinted glass

Air horns

Security alarm system

Fold-out access handle at entrance door

INTERIOR DECOR

Powered, leather trimmed driver / passenger seats
Oak cabinets
Raised panel oak doors
Oak veneer paneling
Vinyl soft ceiling
Hardwood assist handles
Pull shade on main door
Mini-blinds in oak window boxes
Laminated counter tops w/ backsplash
Leatherette lounge & seats w/ storage below
Endura flooring throughout except driver's compartment

EXTERIOR SHELL

One large tinted full slider window w/ screen in reception/waiting area per drawing Second door for equipment loading Fantastic vent fans in mammography suite, darkroom & processing room with Max-Aire covers

SYSTEMS / ELECTRIC

Solar battery charger prewire
12-volt fluorescent recessed lighting
12 volt lights in each exterior storage compartment
12 volt 75 amp power converter w/ battery charger
Additional marine 15 amp battery charger w/ Auto shut-off
125 amp power service
220/110 volt main disconnect breaker panels
17.5-kW generator set-diesel
Manual power transfer switch
Rearview TV monitor, audio/ video
120 volt exterior outlet
100 amp power cord
3 Twisted pair telephone wiring w/ modular jacks
Integrated wiring for computer network system

APPLIANCES

Three roof mounted air conditioners - 13,500 Btu w/ heat strips Three 1500 watt electric heaters
One 3.5 cubic foot refrigerator - 110 volt w/ lock
Four Jack Hydraulic Leveling System, Touch-Pad Controlled
One generator set - 17.5 kW diesel, liquid-cooled
One in-cabinet microwave w/ rotating tray

DRIVERS COMPARTMENT

Automotive A/C Blendair with defrost & BI-level function

Glove box

Floor mats

Carpeting in drivers compartment

Powered leather-trimmed driver and co-pilot seats with swivel & reclining mechanism

Seatbelts with retractors

Radio AM/FM CD Player, with 6 speakers

Vinyl padded dash

Map pockets in side panels

Exterior powered mirrors with remote controls

Defroster Fans

Privacy blackout curtain

Sunvisors

Cruise control

Inside hood release

Prewire for cellular phone

Full instrument panel

12 V receptacle with lighter

Map lights

Rearview TV monitor audio / video w/ two position camera

Rearview interior mirror

Front overhead cabinet

3.5 Cu. Ft. refer under dash w/pull-out writing table

Microwave in cabinet over co-pilot seat

Printer board on dash

SWITCHES

Door lock
Driving lights & docking lights
Generator start/ stop w/ hour meter
Turn signals
Master switches for ceiling light groups
Battery disconnect

RECEPTION / WAITING AREA

Desk with pull-out waste disposal
Co-pilot seat to swivel 180 degrees to double as the receptionist chair
Acrylic file rack mounted to wall
TV / VCR in overhead cabinet for educational program
Upholstered sofa w/seat belts for client waiting & registration
Sofa with phlebotomy pop-up arms
Head phone jacks for TV viewing

DRESSING ROOMS

Upholstered bench seat with storage below Overhead cabinet for gown storage Mirrored wall Clothes hooks on wall

MAMMOGRAPHY SUITE

Wired for Mammography System & Power Aid WORKSTATION fold-down desk Skylight mounted over mammography system

MULTI-PURPOSE SUITE

Kitchenette w/refrigerator, microwave & clothes closet Countertop w/storage below Countertop w/storage below Overhead cabinet storage above

MISCELLANEOUS

Triangle emergency warning flares (Set of 3) Coiled air hose kit w/chuck Twin scissor jack system for step stabilization

SPECIAL CONSIDERATIONS

- All Components to be Integrated into the Completed Vehicle and Installed by the Coach Manufacturer
- Vehicle Shall Meet or Exceed all Federal Motor Vehicle Safety Standards (FMVSS) Applicable to Multi-Purpose Passenger Vehicles (MPV'S)
- 3. Vehicle Shall Conform to the Health and Safety Criteria Encompassed in the American National Safety Institute ANSI) Standard No. 119.2 and the National Electric Code ANSI/NFPA No. 70
- 4. Exterior folding handrail to be installed at entrance door.
- 7. A/C ducts and return air vents in Mammo Suite/Darkroom.
- 8. Micron air filter system integrated into dark room climate system.
- 9. Purchaser to provide safelight and viewbox for installation.
- 10. Power Aid battery pull-out tray in exterior compartment
- 11. Coach to include Braun 855 under Vehicle Wheel Chair Lift.

APPENDIX H

Division of Public Health Screening for Life Program (At A Glance)

Screening for Life Program Eligibility

A client must meet all three criteria: Income, Insurance, and Age.

Income Guidelines: Within 100% to 250% of Federal Poverty Guidelines

Insurance Guidelines:

- Uninsured
 - No medical insurance or private HMO
 - Not eligible for Medicare or Medicaid

OR

- Underinsured
 - unmet deductible
 - insurance does not cover breast, cervical, colorectal and prostate screenings

We **<u>DO NOT</u>** reimburse for co-pays or co-insurances.

We **<u>DO</u>** provide reimbursement for persons who have a high deductible comparative to their income. If a person's deductible is equal to or more than 5% of their income, then they may be eligible for SFL if they meet all the other eligibility requirements.

Age/Gender Guidelines:

Women

vyomen				
	Age	Covered Services		
•	18-39	 Office visit, clinical breast exam, pelvic exam, Pap test*, self- breast exam education, breast and cervical cancer education at any participating SFL provider 		
•	40-49	 All services above and screening mammogram at any participating SFL provider 		
•	50-64	 All services above, and digital rectal exam, fecal occult blood test, colonoscopy and colorectal cancer education at any participating SFL provider 		
•	65 & older if	 All services above 		
	Medicare ineligible	* See Pap Test Frequency Guidelines for test intervals and additional information pertaining to abnormal test results.		

Men

	Age	Covered Services
•	40-50 African- American men	 Office visit, digital rectal exam, PSA test, prostate cancer education at any participating SFL provider
•	50-64 all men	 Office visit, digital rectal exam, PSA test, fecal occult blood test, colonoscopy, prostate and colorectal cancer education at any participating SFL provider
•	65 & older if Medicare ineligible	All services above

APPENDIX I

Reimbursement information

Breast Cancer Screening Approved CPT Codes (as of July 1, 2010)

77057		\$82.25
77057-TC	Screening mammogram, bilateral (2-view film study of each breast)	\$45.76
77057-26		\$36.49

APPENDIX J: BUDGET SUMMARY SHEET

Budget Summary Sheet

	Categories	Amounts		
Staff Sala	ries			
Fringe Be	enefits			
Travel / 1	Fraining			
	Mileage (Rate\$0.00 X 0000 miles)			
	Training			
	Other (specify)			
Contracti				
	Rent			
	Electricity			
	Heat			
	Communications			
	Other Utilities			
	Printing / Advertising			
	Postage			
	Insurance			
	Repairs			
	Other (specify)			
0 11				
Supplies	0.00			
	Office			
	Janitorial			
	Medical			
	Program			
	Other (specify)			
5 · / O				
Equipme	nt / Other Direct Costs			
	Other (specify)			
Indirect (Indirect Costs (12%)			
munect	Other (specify)			
	Other (specify)			
TOTAL DI	IDGET			
TOTAL BUDGET				

APPENDIX K:

BUDGET WORKSHEET

Budget Worksheet

(can attach additional sheets if necessary)

Category / Description	Amount
Salary / Wages	
List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
	-
Total: Salary / Wages	
Fringe Benefits	
Proportionate for above labor including Social Security,	
unemployment compensation, life insurance, worker's	
compensation, health insurance, pension, etc. that will be	
paid by the Agency	
Total: Fringe Benefits	
Travel / Training	
Include any programs staff are required to attend. Mileage	
reimbursement shall be no more than the IRS allowable	
amount. Subscriptions and association dues may be included in this category	
Tabel Turnel / Turner	
Total: Travel / Training	

Budget Worksheet page 2

Category / Description	Amount
Contractual	
Include the portions of rent, utilities, telephone, internet,	
Insurance, maintenance, etc that will be paid by the	
Agency	
Total: Contractual	
Supplies	
Include office supplies, supplies for routine building	
maintenance (janitorial), medical supplies, program	
supplies, and other related expenses	
supplies, and other related expenses	
Total: Supplies	
Other Equipment	
Specify Items or lots costing \$1000.00 or more and	
having a useful life of more than one year	
•	
Total: Other Equipment	
Total. Other Equipment	

Budget Worksheet page 3

Indirect Costs	
Identify any line items contributing to total costs not	
delineated in the above sections	
Total: Indirect Costs	